



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

*This is
11417-DDDD*

RECORDATION NO. 11417-~~DDDDDDDD~~
Filed 1438 **D-365A082**

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION

No.

DEC 30 1980

Date.....

Fee \$.....

December 22, 1980

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 1 ("Rider") dated
as of July 31, 1980 to Car Leasing Agreement 1127
("Lease") between North American Car Corporation ("NAC")
and Brunswick Pulp and Paper Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
P.O. Box 1438, Brunswick, Georgia 31520. Please cross index
this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

RECORDATION No. 11417-2222222222 Filed 1425
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INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1127 between North American Car Corporation and Brunswick Pulp and Paper Company dated July 31, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Rosie M. Shubert

(SEAL)

My Commission Expires 5-6-82.

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1127

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Seven (7)	PD 3 Sparger cars, for shipment of Sodium Chlorate Crystal (NAHX 94263 thru 94269)	\$650.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 288.2 as was reported for November, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at McCormick, South Carolina.

If during the term hereof, any of the cars described above shall be damaged or destroyed, or said cars or any components or appurtenances thereto shall be unduly and materially depreciated in value or condition, due to the corrosive or other damaging effect of any substance carried therein or thereon, Lessee will reimburse North American promptly for any damage, loss or expense suffered by North American as a consequence thereof.

It is understood and agreed that Lessee shall be responsible for the maintenance and/or replacement of the sparger system with which said cars are equipped.

For purposes of this Rider No. 1 only, paragraph 24 shall read in its entirety as follows:

"In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add to, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.30 per car for each \$100 expended by North American on each such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

to expire in view of the estimate remaining under this lease. North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 31st day of July, 1980.

ATTEST:

James M. Billequin
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

Robert L. Seewood
Vice President

ATTEST:

Chas. M. Ant
Asst. Secretary

BRUNSWICK PULP AND PAPER COMPANY

By

W. J. Plunkett
President

CAR LEASING AGREEMENT 1127
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 24th day of August, 1980, before me personally appeared R. P. Underwood, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Doris M. Heibrandt
Notary Public
My Commission expires 5-6-82

State of Georgia)
) SS:
County of Stymon)

On this 2nd day of December, 1980, before me personally appeared J. F. McCloud, to me personally known, who, being by me duly sworn, says that he is a Vice President of Brunswick Pulp & Paper Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Neil Pullen
Notary Public
My Commission expires 5/11/81